

EXHIBIT 8

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

TONDA M. BAXTER,
*On behalf of herself individually and
similarly situated persons,*

Plaintiff,

v.

**LAKEVIEW LOAN SERVICING LLC,
et al.**

Defendants.

Civil Case: C-02-CV-22-000654

DECLARATION OF COURTNEY EHINGER

I, Courtney Ehinger, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury on this
10 day of November, 2022, that the following facts are true and correct:

1. I am a resident of Texas, over eighteen years of age, and by my own free will state the following true facts.

2. I am employed by Nationstar Mortgage LLC d/b/a Mr. Cooper ("Mr. Cooper") as a Senior Vice President, Performing Servicing. In that capacity, I am familiar with Mr. Cooper's policies and procedures for servicing loans, including various payment methods at Mr. Cooper offers and the fees that were associated with making payment by telephone, and the extent to which information available in Mr. Cooper's electronic databases can be searched systematically. I am authorized to make this Declaration on behalf of Mr. Cooper.

3. In my capacity as Senior Vice President, I have access to Mr. Cooper's business records regarding its customers. I am familiar with the manner and procedures by which the records contained in Mr. Cooper's files were prepared and maintained. These records were prepared and maintained by employees of Mr. Cooper in the performance of their regular business duties and were made by persons with knowledge of the matters they record or from information supplied by

persons with such knowledge. It is Mr. Cooper's regular practice to create and maintain such records in the course of its business.

4. The facts set forth in this Declaration are based on my review of Mr. Cooper's business records or my personal knowledge. If called as a witness, I could and would be competent to testify to these facts.

5. I am familiar with the Class Action Complaint filed by Plaintiff in this case, on behalf of herself and similarly situated persons. I understand that Plaintiff asserts claims on behalf of a class of individuals in Maryland who, starting three years before the filing of the Complaint, paid a convenience fee collected in whole or in part by Mr. Cooper to make a payment on a residential mortgage debt ("Mr. Cooper Class").

6. I also understand that Plaintiff asserts claims on behalf of a class of individuals in Maryland who, starting three years before the filing of the Complaint, paid a convenience fee collected in whole or in part by Lakeview to make a payment on a residential mortgage debt ("Lakeview Class").

7. Mr. Cooper's records show that, from the period beginning April 15, 2019 through April 15, 2022, there were 65,894 instances in which Maryland borrowers paid convenience fees collected by Mr. Cooper to make a mortgage payment on their residential mortgage loans. The total amount of convenience fees collected by Mr. Cooper during this time period is \$982,907.22.

8. The spreadsheet attached hereto as Exhibit A includes the information set forth in Paragraph 6 above, as well as identifying the loan numbers, the amount of convenience fees charged and collected, and the dates on which said fees were paid.

9. The Lakeview Class is a subset of, and included within, the Mr. Cooper Class. Mr. Cooper serviced the loans in the Lakeview Class on behalf of Lakeview. However, Nationstar did

not charge or collect convenience fees on behalf of Lakeview or remit any such fees to Lakeview.

10. On May 16, 2022, Mr. Cooper stopped charging a fee to Maryland borrowers for the convenience of making payment over the telephone, either by live representative or via the interactive voice recognition system. Thus, Mr. Cooper has not charged any Maryland customer a convenience fee after May 16, 2022.

11. By July 2, 2022, Mr. Cooper had stopped charging a fee for the convenience of making payment over the telephone, either by live representative or via the interactive voice recognition system, nationwide – in all states in which Mr. Cooper services mortgage loans.

12. Beginning in September 2022, Mr. Cooper began implementing its decision to refund all convenience fees charged to Maryland customers from October 1, 2018 through May 16, 2022, the date on which Mr. Cooper ceased charging such fees to Maryland customers.

13. All refunds of convenience fees paid by Maryland borrowers from October 1, 2018 through May 16, 2019 were completed on or about October 2, 2022. The spreadsheet attached as Exhibit B identifies the loan numbers and amounts refunded to Mr. Cooper's Maryland customers. The total amount refunded is \$1,155,277.60 (the "Final Remediation Amount").

14. Exhibit B identifies refunds of the fees that appear on Exhibit A ("Maryland Class Spreadsheet Refunds").

15. However, some of the fees identified on Exhibit A do not appear on or are shown in a lesser amount on Exhibit B because between the time of assessment and remediation, Mr. Cooper had already waived such fees in whole or in part.

16. Exhibit B also includes refunds of convenience fees associated with the loan numbers shown on Exhibit A, but such convenience fees were collected outside the period from April 15, 2019 through April 15, 2022 ("Outside Class Period Refunds"), including refunds of

convenience fees collected from October 1, 2018 through April 14, 2019 or from April 16, 2022 through May 16, 2022.

17. Exhibit B also identifies refunds of convenience fees associated with loans not included in the Mr. Cooper Class (“Non-Class Member Refunds”) because the refund period began more than six months prior to the beginning of the class period (*i.e.*, from October 1, 2018 through April 14, 2019).

18. In sum, all members of the Mr. Cooper Class who paid convenience fees from April 15, 2022 through May 16, 2022 (when Mr. Cooper stopped charging such fees), have received refunds of those fees.

19. Mr. Cooper has refunded all convenience fees paid by Maryland customers who paid a convenience fee between October 1, 2018 and May 16, 2018, for a total amount refunded of \$1,155,277.60.

20. The following chart identifies the amounts refunded by Mr. Cooper to Maryland customers for convenience fees collected from October 1, 2018 through May 16, 2022:

Maryland Class Spreadsheet Refunds	\$982,907.22
Non-Class Member Refunds	\$27,276.24
Outside Class Period Refunds	\$145,094.14
Total Refund Amount to Maryland Customers	\$1,155,277.60

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 10 day of November, 2022.


 Courtney Ehinger
 Senior Vice President

EXHIBIT A

FILED UNDER SEAL

EXHIBIT B

FILED UNDER SEAL